of authority. In order that a broker may recover his commissions, he must show performance on his part of his contract. This contract is either express or implied. When express, the broker must show that he has complied with its provisions. Mechem, in speaking of real estate brokers, says: "It is indispensable that the purchaser produced should be one ready, willing and able to purchase upon the terms specified, if any were fixed, for if he be willing to buy only on different terms, or at a different price or upon different conditions, the broker will not be entitled to his commission, unless the variance be waived by the principal." MECHEM, AGENCY, § 966, p. 796. Cases illustrating this are: *Reiger* v. *Bigger,* 29 Mo. App. 421; *Harwood* v. *Triplett,* 34 Mo. App. 273; *Armstrong* v. *O'Brien,* 83 Tex. 635, 19 S. W. 268; *Runyon* v. *Wilkinson, Gaddis & Co.,* 57 N. J. Law 420, 31 Atl. 390. If there are no express provisions in the broker's contract, he is considered to have performed only when he presents a purchaser who is ready, willing, and able to buy according to terms satisfactory to the vendor. As long as the purchaser refuses to accede to the requirements which the vendor has a right to make, there is no performance by the broker. A vendor cannot change the conditions of sale once a contract has been entered into, and thereby relieve himself from liability to pay. But he may make such requirements as he sees fit preliminary to the making of the contract, and until the purchaser agrees to such conditions there is no performance on the part of the broker. The broker's service must result in a meeting of the minds of both vendor and vendee before he can demand his commissions. *Bennett* v. *Egan* 3 Misc. Rep. 421, 23 N. Y. Supp. 154; *Morrill et al.* v. *E. Viola Davis et al.,* 27 Neb. 775, 43 N. W. 1146. In this case the defendant had a perfect right to refuse to take the village lot in part payment of the purchase price, and as a result of this refusal there was no sale effected.

BANKRUPTCY—ACTS OF BANKRUPTCY—PAYMENT WITH INTENT TO PREFER A CREDITOR.—One B., who was indebted to various persons in the sum of $13,000, paid a current store bill of $2.75, one of the items being a dressed doll at $2.15. The plaintiff and other creditors petitioned to have B. adjudged an involuntary bankrupt. The amount of his assets was not stated, but the attorney for the alleged bankrupt admitted the insolvency. The defendant denied that the acts were acts of bankruptcy. It was also in evidence that B. had made other payments of considerable amounts, but as to these, the master found that B. made them only as agent. *Held,* that this payment by B., though made while insolvent, did not raise such a presumption of intent to give a preference as to overcome his testimony to the contrary. *Macon Grocery Co. et al.* v. *Beach* (1907), — D. C., S. D. Ga., N. D. —, 156 Fed. Rep. 1009.

The principle which governed in the case was "de minimis non curat lex," taken in connection with Beach's statement that he did not intend a preference; and this despite the rule of law that every one is presumed to intend the necessary consequences of one's act. In fact the master found that Beach intended to prefer such creditor. In *Traders' Bank* v. *Campbell,* 14

Wall. 87, it was held that a judgment against a bankrupt taken by confession, when the party taking it knew of the insolvency, was an unlawful preference. In *Webb* v. *Sachs,* Fed. Cas. No. 17,325, the court said, "if a debtor, with knowledge of his insolvency, does an act which operates as a preference to one of his creditors, he is presumed to have so intended * * * ; and the additional fact that such debtor was really moved to give such preference for any other or particular reason—does not affect such presumption." Testimony to the contrary is not entitled to much weight; in *Oxford Iron Co.* v. *Slafter,* Fed. Cas. No. 10,637, the court said, "such testimony, though competent, is inherently weak, and can rarely avail against stronger proof which the transaction itself affords." It has been held that the act of bankruptcy is complete if a debtor, knowing himself to be insolvent, executes a deed of trust to secure a creditor on a pre-existing debt, whether such creditor knew of his insolvency or not. *In re Wright Lumber Co.,* 114 Fed. 1011. In the foregoing cases, the alleged act of bankruptcy involved a considerable part of the insolvent's estate, so that the court took cognizance of it. But small payments made in the usual and ordinary course of business by a debtor, though insolvent, are not sufficient to establish an act of bankruptcy. *In re Douglas Coal & Coke Co.,* 131 Fed. 769. *In re Gilbert,* 112 Fed. 951, the court said, "the presumption arising from the transfer of property by an insolvent is affected by the amount of such transfer," and since the preferences complained of would not have increased the assets more than one per cent, the court refused to interfere. If any further reasons were needed to show that a court will not take cognizance of trifles, it may be found in the closing words of the opinion in the principal case. "It is true that there was a dressed doll, the price of which was more extravagant. This was $2.15. Beach testifies that it was 'for a present.' The evidence fails to disclose upon whom this marvel of art and fashionable millinery was bestowed. It, however, appears that Beach is a bachelor—an 'old bachelor,' we may presume—and perhaps the 'dressed doll' made happy the heart of some tiny maiden, whose lovely face and graceful form brought back to the veteran and hapless heart of the alleged bankrupt the memory of features which 'love used to wear,' in the words of Ossian, 'sweet and sad to the soul, like the memory of joys that are gone.'" It seems that the amount of the payment and the proportion it bears to the total liability is a controlling factor in determining whether or not the debtor has committed an act of bankruptcy.

BANKRUPTCY—JURISDICTION OF COURT—SUITS BETWEEN TRUSTEE AND CLAIMANTS OF PROPERTY—SUITS AGAINST TRUSTEE.—One Buck was adjudged a bankrupt and Galloway was appointed trustee. Prior to his adjudication, Buck had entered into several contracts for the purchase of standing timber. He was not financially able to saw the timber and applied to the plaintiff for aid. It was agreed that the plaintiff should let Buck have money from time to time as he needed it for sawing the timber. As a consideration, the plaintiff was to have a lien on all the timber so purchased as well as the lumber made from it. The First National Bank of Elgin attached Buck's